

2. If the answer to the first question is that consumer protection under Directive 93/13 is not available to every consumer, but only to an average consumer, who is reasonably well informed and reasonably observant and circumspect, can a consumer who did not read a contract for a mortgage loan indexed to a foreign currency amounting to PLN 150 000, concluded for 30 years, before its conclusion, be considered an average consumer, who is reasonably well informed and reasonably observant and circumspect? Can such a consumer be granted protection under Directive 93/13?
3. If the answer to the first question is that consumer protection under Directive 93/13 is not available to every consumer, but only to an average consumer, who is reasonably well informed and reasonably observant and circumspect, can a consumer who, although he did read a draft contract for a mortgage loan indexed to a foreign currency amounting to PLN 150 000, concluded for 30 years, he did not fully understand it, and yet did not try to understand its meaning before its conclusion, and in particular did not ask the other party to the contract (the bank) to explain its meaning and the meaning of its individual provisions, be considered an average consumer, who is reasonably well informed and reasonably observant and circumspect? Can such a consumer be granted protection under Directive 93/13?

---

(<sup>1</sup>) OJ 1993 L 95, p. 29,

---

**Appeal brought on 12 May 2020 by Claudio Necci against the order of the General Court (Fourth Chamber) delivered on 25 March 2020 in Case T-129/19, Necci v Commission**

**(Case C-202/20 P)**

(2020/C 304/07)

*Language of the case: French*

**Parties**

*Appellant:* Claudio Necci (represented by: S. Orlandi, T. Martin, lawyers)

*Other parties to the proceedings:* European Commission, European Parliament, Council of the European Union

**Form of order sought**

The appellant claims that the Court should:

- set aside the order of 25 March 2020 of the General Court of the European Union in Case T-129/19, *Necci v Commission*;
- refer the case back to the General Court of the European Union for it to be adjudged afresh;
- reserve the costs.

**Grounds of appeal and main arguments**

The appellant seeks to have aside the order of 25 May 2020 in Case T-129/19, by which the General Court of the European Union dismissed his action for annulment as inadmissible and ordered him to pay the costs.

The appellant raises three grounds of appeal in that regard:

The first ground alleges a distortion of the subject matter of the dispute in so far as the General Court of the European Union took the view that the decision of 18 July 2011 adversely affected the appellant.

The second ground of appeal alleges infringement of his right to effective legal protection in so far as, if his appeal is inadmissible, the applicant will have no remedy to challenge the fact that he no longer enjoys any social protection, despite the fact that he has worked for his whole life.

The third ground of appeal alleges infringement of the principle of single applicable legislation in so far as the General Court of the European Union held that the loss of all social protection in Italy following the transfer 'follows from the legal norms specific to the national law at issue and ... has no bearing whatsoever on his situation in respect of the JSIS'.

---

**Request for a preliminary ruling from the Sąd Rejonowy dla Warszawy-Woli w Warszawie (Poland)  
lodged on 12 May 2020 — M.P., B.P. v 'A.' operating through 'A.' S.A.**

(Case C-212/20)

(2020/C 304/08)

*Language of the case: Polish*

**Referring court**

Sąd Rejonowy dla Warszawy-Woli w Warszawie

**Parties to the main proceedings**

*Applicants:* M.P., B.P.

*Defendant:* 'A.' operating through 'A.' S.A.

**Questions referred**

1. In the light of Articles 3(1), 4(1) and 5 of Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts <sup>(1)</sup> and its recitals, pursuant to which contracts must be drafted in plain and intelligible language and doubts must be interpreted in the consumer's favour, must a contractual term setting out the buying and selling rates of a foreign currency in a loan agreement indexed to a foreign currency be worded unequivocally, that is to say, in a manner that enables the borrower/consumer to determine that rate himself on any given day, or, in the light of the type of contract as referred to in Article 4(1) of Directive 93/13, the long-term nature (spanning several decades) of the contract and the fact that the amount in foreign currency is subject to constant changes (may change at any time), is it possible to formulate a more general wording of the contractual term, that is to say, one that refers to the market value of the foreign currency, in a manner which prevents a significant imbalance in the parties' rights and obligations to the detriment of the consumer within the meaning of Article 3(1) of that directive?
2. If the answer to the first [question] is in the affirmative, in the light of Article 5 of Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts and its recitals, it is possible to interpret a contractual term concerning the determination by the creditor (bank) of the buying and selling rates of a foreign currency in such a manner as to resolve doubts in the consumer's favour and to assume that the contract determines the buying and selling rates of a foreign currency not in an arbitrary manner, but on free-market terms, especially if both parties had the same understanding of the contractual terms determining the buying and selling rates of the foreign currency or if the borrower/consumer was not interested in the disputed contractual term at the time of conclusion of the contract and during its performance, and was also not familiar with the content of the contract at the time of its conclusion and throughout its duration?

---

<sup>(1)</sup> OJ 1993 L 95, p. 29, Special edition in Polish: Chapter 15 Volume 002 P. 288 — 293.